

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 7					
2. Amendment/Modification No. P00004		3. Effective Date 2003NOV25		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)					
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AHPB DOROTHY C. BYNUM (586)574-7314 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BYNUMD@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451 SCD C PAS NONE ADP PT HQ0339							
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GATEWAY MFG.INC. 612 SOUTH HUBBARD ST. HORICON, WI. 53032-1724 TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>							
								9A. Amendment Of Solicitation No.			
				<input type="checkbox"/>				9B. Dated (See Item 11)			
								<input checked="" type="checkbox"/>			
Code 1WND9 Facility Code				10A. Modification Of Contract/Order No. DAAE07-02-P-N150							
				10B. Dated (See Item 13) 2002OCT09							

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
ACRN: AA NET DECREASE: -\$51,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 8

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority) PARTIAL TERMINATION FOR DEFAULT	

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) DARYL F. WITTE WITTED@TACOM.ARMY.MIL (586)574-7196	
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2003NOV25

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-P-N150 MOD/AMD P00004	Page 2 of 7
Name of Offeror or Contractor: GATEWAY MFG.INC.		

SUPPLEMENTAL INFORMATION

MODIFICATION P00004 UNDER GOVERNMENT CONTRACT DAAE07-02-P-N150

- Contract DAAE07-02-P-N150 entered into by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this document, and Gateway Manufacturing, Incorporated (hereinafter called the "Contractor"), dated October 09, 2002, is hereby Partially Terminated for Default.
- Such Partial Termination for Default, in accordance with Clause 24(3), FAR 52.249-8, entitled DEFAULT--FIXED-PRICE SUPPLY AND SERVICE, of the basic contract, will be effective immediately upon receipt of this notice of termination.
- Such acts or omissions include the failure to deliver on the established delivery date of October 20, 2003 for CLIN subline 0002AA, and the failure to respond, in writing, by November 17, 2003, to the Show Cause Notice issued by the Government on October 29, 2003 and provided to the Contractor electronically, by fax and by the United States Postal Service, via certified mail.
- The Government is terminating CLIN subline 0002AA only. As a result of this Partial Termination of Government Contract DAAE07-02-P-N150, the quantity of 120 each Housing, Mechanical is hereby decreased by 120 each, leaving a quantity of zero (0). Further, the total dollar amount of \$51,000.00 is hereby decreased by \$51,000.00, leaving a dollar amount of zero (0).
- The above failure constitutes breach of the Contract and is proper cause for Default. The right of the Contractor to proceed further with performance of the Contract is terminated.
- Pursuant to FAR 32.610(b)(3), the Contractor is hereby notified that it may submit a proposal for deferment of collection, if immediate payment is not practicable, or if the amount is in dispute.
- Pursuant to FAR 32.610 (b)(4), the Contracting Officer is identified as the responsible official designated for determining the amount of the debt and for its collection.
- The terminated quantities of this contract may be repurchased by the Government against the account of the Contractor, who will be held liable for any excess costs. Further, the Government reserves all rights and remedies provided by law and under the Contract, in addition to those stated above.
- The Government intends to take possession of all materials, parts and components belonging to this Contract and to set this progress payment inventory off against any unliquidated progress payments owed to the Government at a value to be determined by the Government.
- This Notice of Partial Termination constitutes a decision pursuant to the "Disputes" clause of this Contract that the Contractor is in default, as hereby specified, and that the failure enumerated is not due to causes beyond the control of the Contractor, but are within the fault or negligence of the Contractor. As such, the Contracting Officer finds and determines as a final decision, that the Contractor's failure to perform is not excusable.
- This is the final decision of the Contracting Officer. This decision may be appealed to the Armed Services Board of Contract Appeals (ASBCA).
- If you decide to make such an appeal, you must mail or otherwise furnish written notice thereof to the ASBCA within ninety (90) days from the date you received this decision. A copy thereof shall be furnished to the Contracting Officer from whose decision the appeal is taken. The notice shall indicate that an appeal is intended, shall reference this decision and identify the Contract by number.
- If any dispute resulting from this decision, hereinabove set forth, involves an amount which is \$10,000.00 or less,

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Name of Offeror or Contractor: GATEWAY MFG.INC.

there is available, at the sole election of the Contractor, a Small Claims (Expedited) Procedure under Rule 12 of the ASBCA. In order to invoke such a procedure, the Contractor must request that the appeal be processed under Rule 12.

14. If any dispute arising from this decision, hereinabove set forth, involves an amount not in excess of \$50,000.00, there is also available, at the sole election of the Contractor, an Optional Accelerated Procedure of the Board (Rule 12). In order to invoke such a procedure, the Contractor must request that the appeal be processed under Rule 12.

15. Instead of appealing to the ASBCA, you may bring an action directly in the U.S. Court of Federal Claims (except as provided in the Contract Disputes Act of 1978, 41 USC 603 regarding Maritime Contracts), within twelve (12) months of the date you receive this decision.

16. As a result of this Modification P00004 under Government Contract DAAE07-02-P-N150, Sub CLIN 0002AA is hereby deleted and Government Contract DAAE07-02-P-N150 has been Partially Terminated for Default.

*** END OF NARRATIVE A 005 ***

Name of Offeror or Contractor: GATEWAY MFG.INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 3040-01-010-3186 FSCM: 19207 PART NR: 8761155-1 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: HOUSING,MECHANICAL PRON: EH284115EH PRON AMD: 02 ACRN: AA AMS CD: 060011 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1-D LEVEL PRESERVATION: Military LEVEL PACKING: Minimal <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV13310476 W31G1Z J 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 40 15-APR-2003 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-02-P-N150/0000 DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 002 W56HZV13310477 W62G2T J 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 40 15-APR-2003 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001	80	EA	\$ 430.00000	\$ 34,400.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	DELETED				

Name of Offeror or Contractor: GATEWAY MFG.INC.

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>		OBLG STAT/ <u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>AMOUNT</u>
0002AA	EH3A8114EH	AA	2	\$	51,000.00	\$	-51,000.00	\$	0.00
	060011								
					NET CHANGE	\$	-51,000.00		

SERVICE <u>NAME</u>	NET CHANGE <u>BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>			ACCOUNTING <u>STATION</u>		INCREASE/DECREASE <u>AMOUNT</u>
Army	AA	97	X4930AC9D 6D	26KB	S20113	W56HZV	\$	-51,000.00
						NET CHANGE	\$	-51,000.00

		<u>PRIOR AMOUNT</u> <u>OF AWARD</u>		<u>INCREASE/DECREASE</u> <u>AMOUNT</u>		<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	85,400.00	\$	-51,000.00	\$	34,400.00